33. Increase of mileage grant from Shimoga to Sowlanga Road from Rs.150 to Rs. 200.
Resolution.—Deferred.

34. Subject proposed by Mr. Devappa Wodiyar, Member. The Special Survey establishment under the Malnad Improvement Scheme which is under the control of the Executive Engineer may be transferred to the District Board.
Resolution.—Resolved that the proposal is not feasible for the present.

35. Subject proposed by Mr. Gurulingaiah and seconded by Mr. Ananthaiya :—Desirability of closing the approach road to Nyamati Town branching from Honnali, etc.
Resolution.—Of the two approaches to Nyamati Town from the main District Fund Road, the one branching from Honnali is entirely of black cotton soil and the annual maintenance would be very heavy and besides it is not so much used as the other approach road from Saulanga side as it is laid on gravelly soil. It is therefore resolved that the first approach be closed and the land sold and the proceeds utilised for improving the other approach.

36. Messrs. B. Gopalachar, John D'Souza and Katte Daccappa brought to the notice of the Board the use of a heavy weight 'Tractor' by the Forest Department for transporting timber from Agumbe to Shimoga and the consequent impending deterioration of the road. After discussing the subject, the following resolution was passed :—
Resolution.—That this Board views with apprehension the use of a very heavy weight 'Tractor' by the Forest Department for transporting timber from Tirthahalli and Agumbe to Shimoga as the Tirthahalli Road which is already deteriorated will be entirely ruined as the bridges and culverts have not been designed to bear such heavy weight and the communication during the coming rainy season will become impossible and resolved that the Government should be apprised of the representation and requested to take extra precautions for the preservation of the road, bridges and culverts so as not to hamper local traffic and interrupt communications.

A. K. SYED TAJ PEERAN,
President.

MOLAKALMURU MUNICIPALITY.

Notification dated 15th April 1926.

The right to collect market fees as noted in Schedules A and B during the official year 1926-27, will be sold by public auction at the place and on the date noted in Schedule A.

2. Persons intending to bid at the sale must attend in person or by a duly accredited agent. Every such person should deposit beforehand an amount equal to one-sixth of the contract amount for the previous year as shown in Schedule A, as earnest money. The deposits of all the bidders, except the first two or three whose bids are to be recommended for acceptance, will be returned at the close of the sale. The deposit of the successful bidder, who will be called the contractor, will be returned only on fulfilment of the contract. The deposits of the remaining bidders will be returned soon after the confirmation of the sale.

3. The sale will not become absolute until confirmed by the authority noted in Schedule A, who reserves the final power of refusing or accepting without assigning any reason whatever, the highest or any bid that may be offered.

4. The contractor shall, within fifteen days of the receipt of information of confirmation of the sale in his favour, execute an agreement on a duly stamped paper binding himself and his heirs to observe the conditions hereinafter set forth and to be subject to the penalties forfeitures and liabilities referred to therein and shall furnish, if he does not hold property in Mysore, at least two sureties who own sufficient properties in the Mysore State for the due performance of the contract.

5. The contract shall not be transferred by sale, gift or otherwise or sub-leased without the previous sanction of the Municipal Council.

6. The contract amount shall be paid in twelve equal monthly instalments in advance on the fifth day of every month into the Municipal Office.

7. The contractor shall have no claim to the fees recovered from persons compounding the payment of toll in accordance with the Standing Rules and Orders approved by Government.

8. Interest at 9 per cent per annum shall be levied on all overdue amounts till date of payment.

9. The contractor shall collect fees only at the rates and at the place (*viz.*, within the premises of the santhe bazaar) on the shandy days on the items specified in Schedules A and B.

10. The contractor shall give to the person paying the market fees a proper receipt showing the date of payment of market fee.

11. The contractor shall keep at the santhe bazaar, true accounts of the weekly collections and the items on which they were made. These accounts shall be open to the inspection of the Deputy Commissioner or the President. He shall, if required by the Municipal President, furnish to the Municipal Office, at the end of every month, a true return for the month showing the goods brought into market in the prescribed form.

12. The contractor shall not be entitled to any remission of the contract amount or to any compensation on account of seasonal conditions or any other cause whatever.

13. The contractor shall confirm generally to the rules published in the late Chief Commissioner's Notification No. 274, dated 4th November 1876, and the rules framed by the Municipal Council under the Municipal Regulation. He shall recognise all exemptions made by the statute or rules in force for the time being. He shall pay special attention to the following points:—

(a) A table of authorised fees shall be legibly written in English and Kannada and shall be put up in a conspicuous place near the market.

14. Any breach of the above conditions or rules on the part of the contractor or his servants will entail the forfeiture of the deposit or the levy of a fine not exceeding Rs. 50 for each infringement. If the fine be not paid or in the event of instalments or other sums due are not paid within the prescribed date, it shall be competent to the President to suspend further collection of market fee by the contractor and dispose of the right to collect the market fees during the remaining period by a resale or otherwise. The resale will be held at the risk of the defaulting contractor who shall be liable to make good all losses accruing, but shall not be entitled to any profits arising from the resale.

15. The imposition of fine or resale of the contract shall be no bar to the prosecution of the contractor or his employees for any offence or to the institution of other legal steps against them under any law in force for the time being.

SCHEDULE A.

Name of Market	Situation of the market	Amount of deposit	Place of sale	Date of sale	Officer conducting the sale	Officer confirming the sale
Molakalmuru	Behind the Government Primary School building, Molakalmuru called Santhe Bazaar.	Rs. 37 (The contract amount for the year being Rs. 222.)	Municipal Office.	"Wednesday" 2nd June 1926.	President, Municipality,	President of Municipality in Council.

SCHEDULE B.

	Details of traffic.	*Rate.* Rs. a. p.
1.	On every laden cart drawn by two bullocks coming to the market place	0 2 0
2.	On every laden cart drawn by single bullock coming to the market place	0 1 0
3.	On every bullock or ass coming to the market place laden ...	0 0 6
4.	On every head load coming to the market place ...	0 0 3

M. PUTTUSWAMY,
President.

DAVANGERE TOWN MUNICIPALITY.

Dated 20th April 1926.

The right to collect tolls at the toll-gates as noted in Schedules A and B during the official year 1926-27, will be sold by public auction at the places and on the dates specified against each gate.

2. Persons intending to bid at the sale must attend in person or by a duly accredited agent. Every such person should deposit beforehand an amount equal to 1/6th of the contract amount for the previous year as shown in Schedule A, as earnest money. The deposits of all the bidders, except the first two or three whose bids are to be recommended for acceptance, will be returned at the close of the sale. The deposit of the successful bidder who will be called the contractor will be returned only on fulfilment of the contract. The deposits of the remaining bidders will be returned soon after the confirmation of the sale.

3. The sale will not become absolute until confirmed by the authority noted in Schedule A, who reserves the final power of refusing or accepting without assigning any reason whatever, the highest or any bid that may be offered.

4. The contractor shall, within fifteen days of the receipt of confirmation or information of the sale in his favour, execute an agreement on a duly stamped paper binding himself and his heirs to observe the conditions hereinafter set forth and to be subject to the penalties, forfeitures and liabilities referred to therein and shall furnish if he does not hold property in Mysore, at least two sureties who own sufficient properties in the Mysore State for the due performance of the contract.

5. The contract shall not be transferred by sale, gift or otherwise or sub-leased without the previous sanction of the Municipal Council.

6. The contract amount shall be paid in twelve equal monthly instalments in advance on the first day of every month into the Municipal Office.

7. The contractor shall have no claim to the fees recovered from persons compounding the payment of toll in accordance with the Standing Rules and Orders approved by Government. He shall also pay along with the instalments, the authorised Local, Railway and Education Cesses, if any, at the prescribed rates.

8. Interest at 9 per cent per annum shall be levied on all overdue amounts till date of payment.